

Appendix I

Local Approvals and

Report Submittal to Municipalities



SOLID WASTE
NORTH AMERICA

September 23, 2008

Waste Facility Siting Board
State of Wisconsin
David Schwarz
Administrator
5005 University Avenue
Suite 201
Madison, WI 53705

RE: Veolia ES Emerald Park Landfill, LLC.,
Muskego, Wisconsin
Southwest Expansion
Request for Specification of All Local Approvals from Affected Municipality

Dear Mr. Schwarz:

Per your letter of August 7, 2008, enclosed please find the return receipts required to be submitted to the Waste Facility Siting Board in order to satisfy our burden in accordance with State law as legal proof of submission of Veolia ES Emerald Park Landfill's (Veolia) written request for local approvals. Veolia is also including Resolutions recently adopted by the Affected Municipalities which reaffirm their intent to impose the Implementation Agreement negotiated between Veolia and the Affected Municipalities thereby effectively adopting the terms and conditions of the existing agreement for this proposed expansion. With the adoption of this Implementation Agreement all local approvals are conveyed for this proposed expansion of the facility.

As indicated in our July 16, 2008 letter, Veolia simply rendered an opinion based on an interpretation of the plain language of the statute with regard to the standing of the City of Franklin and Milwaukee County as Affected Municipalities.

If you have any questions or comments, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jay Warzinski".

Jay Warzinski
Senior Regional Engineer

Enclosures

cc: Melissa Bachhuber – Veolia ES Solid Waste, Inc.
James Dunham – Veolia ES Emerald Park Landfill, LLC.
H. Stanley Riffle - Arenze, Molter, Macy & Riffle, S.C.
Denny Marshall – RMT

Veolia ES Solid Waste, Inc.
W144 S6350 College Court, P.O. Box 456, Muskego, WI 53150
tel: 262 971 1378 - fax: 414 422 1965

LAW OFFICES OF
ARENZ, MOLTER, MACY & RIFFLE, S.C.
720 N. EAST AVENUE
P.O. BOX 1348 (53187-1348)
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
PAUL E. ALEXY
R. VALJON ANDERSON
JULIE A. AQUAVIA
JOSEPH D. MELENDES

September 18, 2008

Attorney Jesse Wesolowski
City of Franklin

Mr. Dale Shaver, Director
Waukesha County Parks and Planning

Ms. Julie Andersen, Planning Department
Racine County

Mayor John Johnson
City of Muskego

Mr. Tom Kramer, Business Manager/Treasurer
Town of Norway

Mr. Jay Warzinski, Senior Regional Engineer
Veolia ES Emerald Park Landfill, LLC

Re: Veolia Emerald Park Landfill

Dear Lady and Gentlemen:

Enclosed please find copies of the finalized and signed Settlement Agreement regarding Direct Fee Payments, Recycling and Environmental Fees as well as the Agreement for Expansion of Veolia Emerald Park Landfill.

Very truly yours,

ARENZ, MOLTER, MACY & RIFFLE, S.C.,



H. Stanley Riffle

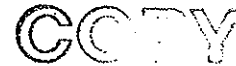
HSR/JAA



enc.

c: Attorney Jeff Leggett
Attorney Tim Pruitt

Attorney Melissa Bachhuber
Attorney Timm Speerschneider



**Agreement Between Veolia and the City of Muskego, City of Franklin,
Town of Norway, Racine County and Waukesha County for
the Expansion of Veolia Emerald Park Landfill**

This Agreement with an effective date of May 20th, 2008, is made and entered into by and among Veolia ES Emerald Park Landfill, LLC ("Veolia") (successor to Superior Emerald Park Landfill, Inc.), and the City of Muskego, City of Franklin, Town of Norway, Racine County and Waukesha County, municipal corporations, collectively referred to herein as the "Benefited Municipalities" and (collectively referred to in the Negotiated Agreement as the "Affected Municipalities").

This Agreement is the result of the implementation of Article IV, paragraph 27 of the 1999 Negotiated Agreement between Superior Emerald Park Landfill, Inc., the predecessor owner of the landfill and the Benefited Municipal entities entered into as part of the stipulation settling certain issues before the Waste Facility Siting Board on June 24, 1999.

WHEREAS, the Benefited Municipalities as parties to the 1999 Agreement had the option to waive negotiations for future expansions of the landfill within ½ mile of the Superior Emerald Park solid waste facility. That option, found at Article IV, paragraph 27 of the 1999 Negotiated Agreement, provides that if the Benefited Municipalities waived negotiations all terms and rate schedules found in the 1999 Negotiated Agreement would be applied to any subsequent expansion; and,

WHEREAS, Veolia filed an application for expansion of Emerald Park Landfill; and,

WHEREAS, the Benefited Municipalities prepared and gave notice to Veolia of their intention to waive negotiations and to pursue continuance of existing terms and rate schedules found in the 1999 Negotiated Agreement; and,

WHEREAS, none of the parties involved wish to proceed under the provisions of

§289.33, Stats., as they are willing to accept the terms of the 1999 Negotiated Agreement; and,

WHEREAS, although willing to proceed under the 1999 Negotiated Agreement, there are certain terms found in that Negotiated Agreement that are no longer applicable due to fulfillment of those terms by either Veolia or the Benefited Municipalities; and,

THEREFORE, this Agreement sets forth the remaining and future obligations for each party as applicable under the 1999 Negotiated Agreement in order to clarify the obligations of all parties.

I. WAIVER OF NEGOTIATIONS UNDER §289.33, STATS.

This Agreement supplements and clarifies the 1999 Negotiated Agreement. All parties to this Agreement therefore waive the following: (a) any rights they may have under the terms of §289.33, Stats.; (b) any rights they may have to proceed under §289.33, Stats.; and (c) to negotiate or seek arbitration as to the terms for expansion of the landfill. All terms, conditions, and rates found in the 1999 Negotiated Agreement remain in full force and effect except as modified herein and except as such terms and conditions are no longer applicable due to satisfaction or expiration.

II. CURRENT AND CONTINUING OBLIGATIONS

The following items in this section are current and continuing obligations of the Benefited Municipalities and Veolia under the terms of the 1999 Negotiated Agreement and this Agreement.

- A. Affected Municipalities as that term is defined in the 1999 Negotiated Agreement (and which may not necessarily be consistent with the statutory definition) shall include the following: City of Muskego, City of Franklin, Town of Norway, Racine County and

Waukesha County, unless otherwise stated.

B. Veolia will pay the Sewer Assessment to the City of Muskego as stated in the Stipulation and Order entered into between Veolia and Muskego in Waukesha County Case No. 06 CV 2811 attached as Exhibit A to this Agreement. If and only if in the future, the DNR requires Veolia to increase reserve capacity then Veolia would be assessed at the future user rate for each residential equivalency charge. Otherwise, there are no further charges for reserve capacity due from Veolia.

C. Miscellaneous Benefits found in Art. VI, ¶12 of the 1999 Negotiated Agreement shall be paid as follows:

1. Veolia shall pay for:

a. Compliance officer with an annual 4% increase to the base rate as clarified in ¶3 of the Letter of Understanding between the parties dated January 20, 2000 and originally provided for in §6. D., of the Interim Construction Agreement. The initial base rate at the time of the 1999 Negotiated Agreement was \$25,000.00.

b. Well water testing as provided in Exhibit E of Exhibit 2 of the Interim Construction Agreement (also found at Exhibit E of 1999 Negotiated Agreement).

c. Direct payments as found in the Arbitration Decision and Settlement Agreement, the annual calculation of such direct payments is attached hereto Exhibit B.

d. Hazardous Household Waste Collection program as found at Exhibit I of 1999 Negotiated Agreement).

2. The City of Muskego shall fund the Well Water Testing Reserve Fund, the Landfill

Fund and the Park Dedication Fund as required pursuant to Exhibit J of the 1999 Negotiated Agreement).

- D. Standing Committee shall be funded by Veolia for 15 years after Final Closure by Veolia to monitor Post Closure site activities. Standing Committee, Art. IV, ¶26, 1999 Negotiated Agreement.
- E. Veolia will continue to provide free disposal, less any disposal fees required to be paid by generators of waste imposed by applicable law with an effective date after December 31, 1999, for City of Muskego, Waukesha County, Muskego/Norway School District and Drought Elementary School for government or departmental waste as provided in Art. VI, ¶8 of 1999 Negotiated Agreement except for that such benefit is extended until there is no more airspace/capacity, or 2020, which ever is later.
- F. Veolia will update the terms of the existing documents and exhibits which collectively make up the current agreement between the parties, including, the 1999 Negotiated Agreement, Interim Construction Agreement, Settlement Agreement, Waste Facility Siting Board Arbitration Award and Letter of Understanding dated January 20, 2000, to reflect the new expansion area (for example, definition of Active Fill Area, etc.). The foregoing obligation may be satisfied by combining all applicable documents into one condensed agreement.
- G. The Benefited Municipalities shall pass resolutions waiving their right to contest the expansion whereby they acknowledge and agree that by doing so, they shall grant Veolia all rights and approvals, including permits, zoning, siting, conditional use permits as may be necessary for Veolia to conduct any landfill related activities on property owned by Veolia which supports landfill operations associated with the lands subject to the current application for expansion of Emerald Park Landfill,

- H. Veolia shall prepare a Landfill Closure Plan for the Expansion area as part of its Plan of Operations.
- I. Article IV, ¶27 of the 1999 Negotiated Agreement shall continue in full force and effect.
- J. Property Value Protection Plan found at Art. VI, §6 of the 1999 Negotiated Agreement shall continue in full force and effect.
- K. Sociological Payments found at Art. VI, §2 of the 1999 Negotiated Agreement shall continue in full force and effect.
- L. All other conditions and terms of the Interim Construction Agreement and 1999 Negotiated Agreement remain in force and effect unless specifically modified herein or completed as stated herein.

III. COMPLETED AND TERMINATED OBLIGATIONS

The following items in this section are no longer obligations of either the Benefited Municipalities or Veolia under the terms of the 1999 Negotiated Agreement having been fulfilled by the appropriate party prior to entering into this Agreement.

- A. Contested case hearing reimbursement of fees, Art. VI, ¶9 of 1999 Negotiated Agreement.
- B. Loomis Drive reconstruction, Art. VI, ¶11 of 1999 Negotiated Agreement.
- C. Installation of the sanitary sewers, force main, lift stations, stand-by power sources and related facilities as required by Art. 12 of 1999 Negotiated Agreement

- D. Miscellaneous Benefits, Art. VI, ¶13 of 1999 Negotiated Agreement as listed here:
1. Clay extraction conditional use permit issued by City of Muskego
 2. Establishment of police firing range
 3. Payment of \$1,260,000.00 (one million, two hundred, sixty thousand dollars)
- E. Waste volume surcharge, Art. VI, ¶4 of 1999 Negotiated Agreement. Any volume over 1,000,000 tons per calendar year subject to 10% surcharge payable monthly.
- F. Reimbursement for Negotiations expenses under Art. V, ¶ 2 of 1999 Negotiated Agreement.
- G. Payment to Benefited Municipalities of premium on out-of-state waste under Art. VI, ¶3 of 1999 Negotiated Agreement.

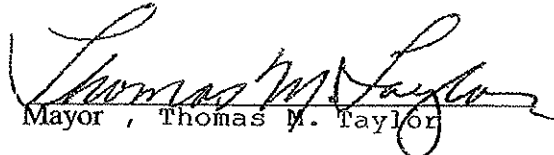
Signed this ____ day of _____ 2008

Signed this ____ day of _____ 2008

City of Muskego

City of Franklin

Mayor James Johnson


Mayor, Thomas M. Taylor

Attest: _____

Janice Moyer, Clerk

Attest: Sandra L. Wesolowski

Sandra L. Wesolowski, Clerk

- D. Miscellaneous Benefits, Art. VI, ¶13 of 1999 Negotiated Agreement as listed here:
1. Clay extraction conditional use permit issued by City of Muskego
 2. Establishment of police firing range
 3. Payment of \$1,260,000.00 (one million, two hundred, sixty thousand dollars)
- E. Waste volume surcharge, Art. VI, ¶4 of 1999 Negotiated Agreement. Any volume over 1,000,000 tons per calendar year subject to 10% surcharge payable monthly.
- F. Reimbursement for Negotiations expenses under Art. V, ¶ 2 of 1999 Negotiated Agreement.
- G. Payment to Benefited Municipalities of premium on out-of-state waste under Art. VI, ¶3 of 1999 Negotiated Agreement.

Signed this 22 day of July 2008

City of Muskego


Mayor John Johnson

Attest: 
Janice Moyer, Clerk

Signed this ____ day of _____ 2008

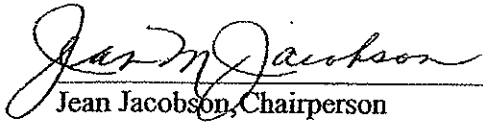
City of Franklin

Thomas M. Taylor, Mayor

Attest: _____
Sandy Wesolowski, Clerk

Signed this 6th day of August 2008

Town of Norway


Jean Jacobson, Chairperson

Signed this ___ day of _____ 2008

Racine County

William L. McReynolds, County Executive

Attest: Camille Cohen
Camille Cohen, Clerk

Attest: _____
Joan C. Rennert, Clerk

Signed this ___ day of _____ 2008

Waukesha County

Daniel P. Vrakas, County Executive

Attest: _____
Kathy Nickolaus, Clerk

Signed this ___ day of _____ 2008

Veolia ES Emerald Park Landfill, LLC

James M. Rooney

Attest: _____

Signed this ____ day of _____ 2008

Town of Norway

Jean Jacobson, Chairperson

Attest: _____
Camille Cohen, Clerk

Signed this ____ day of _____ 2008

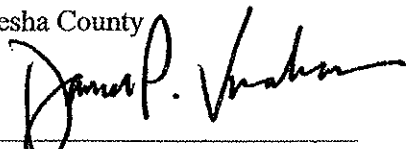
Racine County

William L. McReynolds, County Executive


Attest: _____
Joan C. Rennert, Clerk

Signed this 3 day of JULY 2008

Waukesha County



Daniel P. Vrakas, County Executive

Attest: 
Kathy Nickolaus, Clerk

Signed this ____ day of _____ 2008

Veolia ES Emerald Park Landfill, LLC

James M. Rooney

Attest: _____

Signed this ____ day of _____ 2008

Town of Norway

Jean Jacobson, Chairperson

Attest: _____
Camille Cohen, Clerk

Signed this 16 day of July 2008

Racine County

William L. McReynolds
William L. McReynolds, County Executive

Attest: Joan C. Rennert
Joan C. Rennert, Clerk

Signed this ____ day of _____ 2008

Waukesha County

Daniel P. Vrakas, County Executive

Attest: _____
Kathy Nickolaus, Clerk

Signed this ____ day of _____ 2008

Veolia ES Emerald Park Landfill, LLC

James M. Rooney

Attest: _____

REVIEWED BY FINANCE DIRECTOR
[Signature] 7-11-08
Date

Date 7.16.08
Certified to be correct as to form.
By [Signature]
Racine County Corporation Counsel

Signed this ____ day of _____ 2008

Town of Norway

Jean Jacobson, Chairperson

Attest: _____
Camille Cohen, Clerk

Signed this ____ day of _____ 2008

Racine County

William L. McReynolds, County Executive

Attest: _____
Joan C. Rennert, Clerk

Signed this ____ day of _____ 2008

Waukesha County

Daniel P. Vrakas, County Executive

Attest: _____
Kathy Nickolaus, Clerk

Signed this ____ day of _____ 2008

Veolia ES Emerald Park Landfill, LLC

James M. Rooney, Vice President

Attest: _____
Michael K. Slattery, Secretary

STATE OF WISCONSIN

CIRCUIT COURT

WAUKESHA COUNTY
CLERK OF CIRCUIT COURT
CIVIL DIVISION

Veolia ES Emerald Park Landfill, LLC,
Plaintiff,

07 DEC 19 AM 9:56

v.

FILED
IN CIRCUIT COURT

Case No. 06 CV 2811

City of Muskego,

DEC 20 2007

Defendant.

WAUKESHA CO. WI
CIVIL DIVISION

STIPULATION AND ORDER FOR DISMISSAL ON TERMS

WHEREAS, plaintiff, Veolia ES Emerald Park Landfill, LLC, by and through its legal counsel, Reinhart Boerner Van Deuren, S.C., by Attorney Jeffrey P. Clark, and defendant, City of Muskego, by and through its legal counsel, Arenz, Molter, Macy & Riffle, S.C., by Attorney H. Stanley Riffle, desire to resolve, through this Stipulation, all claims and causes of action asserted by plaintiff in the pleadings in this action; and

WHEREAS, in the interest of resolving this dispute and litigation, defendant has agreed to accept from plaintiff, as and for settlement of all issues and claims related to the Special Assessment levied pursuant to defendant's Resolution #102-2002, the total sum of \$200,000.00; and

WHEREAS, in the interest of resolving this dispute and litigation, plaintiff has agreed to pay to defendant, as and for settlement of all issues and claims related to the Special Assessment levied pursuant to defendant's Resolution #102-2002, the total sum of \$200,000.00;

IT IS HEREBY STIPULATED, by and between plaintiff and defendant, as follows:

1. Plaintiff shall pay to defendant, as and for settlement of all issues and claims related to the Special Assessment levied pursuant to defendant's Resolution #102-2002, the sum of \$200,000.00, as follows:

A. An initial partial payment in the amount of \$100,000.00 shall be paid no later than the close of defendant's business on December 31, 2007; and

B. The unpaid balance of the original settlement amount shall incur interest at the annual rate of 8.0% commencing on January 1, 2008, until paid in full, with said interest computed to the date of payment; and

C. The unpaid balance of the original settlement amount, together with all accrued interest thereon, shall be paid no later than the close of defendant's business on December 31, 2008. There shall be no interest due in the event plaintiff pays the entire balance prior to December 31, 2007.

2. In the event plaintiff fails to timely remit either payment required above, defendant shall assess against plaintiff's subject real property, as a Special Charge, the total amount remaining unpaid, including all accrued interest thereon.

3. So long as Veolia operates within the current capacity restrictions (which is currently 17,650 gallons per day of sewer capacity and represents 97.13 residential equivalency connections (REC's)), Veolia shall not be obligated to purchase additional capacity, unless the Department of Natural Resources ("DNR") requires Veolia to acquire additional reserve capacity in excess of the current reserve capacity. In the event the DNR requires Veolia to acquire additional reserve capacity in excess of the current reserve capacity, Veolia shall be assessed at the future user rate for each REC in excess of the current reserve. In the event Veolia does not request additional reserve capacity or the DNR does not require additional reserve capacity in excess of the current reserve, there shall be no further charges for reserve capacity due from Veolia.

4. All plaintiff's claims and causes of action asserted against defendant in this action shall be dismissed with prejudice, without costs to any party as against the other, and without further notice to the parties.

COPY

Dated at Milwaukee, Wisconsin, this 13th day of December 2007.

Reinhart Boerner Van Deuren, S.C.
Attorneys for Plaintiff

By: Jeffrey P. Clark
Attorney Jeffrey P. Clark
State Bar No. 1009316

Dated at Waukesha, Wisconsin, this 17th day of December 2007.

Arenz, Molter, Macy & Riffle, S.C.
Attorneys for Defendant

By: H. Stanley Riffle
H. Stanley Riffle
State Bar No. 1012704

ORDER

Based on the foregoing Stipulation of plaintiff and defendant, by and between their respective legal counsel:

IT IS HEREBY ORDERED,

1. Plaintiff shall pay to defendant, as and for settlement of all issues and claims related to the Special Assessment levied pursuant to defendant's Resolution #102-2002, the sum of \$200,000.00, as follows:

D. An initial partial payment in the amount of \$100,000.00 shall be paid no later than the close of defendant's business on December 31, 2007; and

E. The unpaid balance of the original settlement amount shall incur interest at the annual rate of 8.0% commencing on January 1, 2008, until paid in full, with said interest computed to the date of payment; and

F. The unpaid balance of the original settlement amount, together with all accrued interest thereon, shall be paid no later than the close of defendant's business on December 31, 2008. There shall be no interest due in the event plaintiff pays the entire balance prior to December 31, 2007.

2. In the event plaintiff fails to timely remit either payment required above, defendant shall assess against plaintiff's subject real property, as a Special Charge, the total amount remaining unpaid, including all accrued interest thereon.

3. So long as Veolia operates within the current capacity restrictions (which is currently 17,650 gallons per day of sewer capacity and represents 97.13 residential equivalency connections (REC's)), Veolia shall not be obligated to purchase additional capacity, unless the Department of Natural Resources ("DNR") requires Veolia to acquire additional reserve capacity in excess of the current reserve capacity. In the event the DNR requires Veolia to acquire additional reserve capacity in excess of the current reserve capacity, Veolia shall be assessed at the future user rate for each REC in excess of the current reserve. In the event Veolia does not request additional reserve capacity or the DNR does not require additional reserve capacity in excess of the current reserve, there shall be no further charges for reserve capacity due from Veolia.

4. All plaintiff's claims and causes of action asserted against defendant in this action shall be and hereby are dismissed with prejudice, without costs to any party as against the other.

Dated at Waukesha, Wisconsin, this 30 ^{December} day of ~~November~~ 2007.

BY THE COURT:

/s/ Paul F. Reilly

Paul F. Reilly, Circuit Court Judge

EXHIBIT B
Veolia ES Emerald Park Landfill, LLC
City of Muskego Host Agreement
Direct Fee Payment Schedule

Year	Direct Fee Per Ton Per Year	Annual Increase
2008	\$3.93	5.2%
2009	\$4.13	5.2%
2010	\$4.34	5.2%
2011	\$4.56	5.2%
2012	\$4.79	5.2%
2013	\$5.03	5.2%
2014	\$5.29	5.2%
2015	\$5.56	5.2%
2016	\$5.84	5.2%
2017	\$6.14	5.2%
2018	\$6.45	5.2%
2019	\$6.78	5.2%
2020	\$7.13	5.2%
2021	\$7.50	5.2%
2022	\$7.89	5.2%
2023	\$8.30	5.2%
2024	\$8.73	5.2%
2025	\$9.18	5.2%
2026	\$9.65	5.2%
2027	\$10.15	5.2%
2028	\$10.67	5.2%
2029	\$11.22	5.2%
2030	\$11.80	5.2%

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #109-2008**

**RESOLUTION AUTHORIZING AGREEMENT
TO WAIVE RENEGOTIATION OF EXISTING AGREEMENTS
AFFECTING THE VEOLIA EMERALD PARK LANDFILL
AND THE VEOLIA EMERALD PARK LANDFILL WESTERN
HORIZONTAL EXPANSION**

WHEREAS, the Veolia Emerald Park Landfill (formerly known as the Onyx Emerald Park Landfill) is a solid waste disposal facility located within the City of Muskego, Waukesha County, Wisconsin; and

WHEREAS, the City of Muskego, Waukesha County, City of Franklin, Town of Norway, and Racine County each constitute an "Affected Municipality" under Wis. Stat. § 289.01(1); and

WHEREAS, on or about December 23, 2005, Veolia Emerald Park, LLC submitted an Initial Site Report for the Veolia Emerald Park Landfill Western Horizontal Expansion; and

WHEREAS, pursuant to Article IV, paragraph 27 of the 1999 Negotiated Agreement, the "Affected Municipalities" can agree to waive negotiations for future expansions thereby continuing applicable terms and rate schedules found in the 1999 Negotiated Agreement; and

WHEREAS, after careful consideration of the Initial Site Report as it relates to the future operation of the Veolia Emerald Park Landfill, the provisions of the 1999 Negotiated Agreement, and the commercial benefit and health, safety, and welfare of the public, the City of Muskego Common Council passed Ordinance 053-2006 electing to exercise its option pursuant to paragraph 27 of the Negotiated Agreement to waive negotiations.

NOW THEREFORE, the Common Council of the City of Muskego, Waukesha County, Wisconsin **DO ORDAIN AS FOLLOWS**:

That the City of Muskego shall sign the Agreement between Veolia and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County for the Expansion of Veolia Emerald Park Landfill to waive renegotiation of the Veolia Emerald Park Landfill Western Horizontal Expansion and thereby make applicable all terms and rate schedules for compensation set forth in the Agreement.

BE IT FURTHER ORDAINED the City of Muskego shall sign the Settlement Agreement between Veolia ES Emerald Park Landfill, LLC and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County that resolves Rounding Overpayment and State Fees payment under the 1999 Negotiated Agreement by granting Veolia a one-time exemption of 61,031 tons of shredder fluff from the Direct Payments.

Dated this 27TH day of MAY 2008.

CITY OF MUSKEGO

John Johnson, Mayor

ATTEST:

Janice Moyer, Clerk-Treasurer



Mr. Jay Warzinski, Senior Regional Engineer
Veolia ES Emerald Park Landfill, LLC
W144 S6350 College Court
Muskego, WI 53150

Re: Veolia ES Emerald Park Landfill Southwestern Horizontal Expansion

Dear Mr. Warzinski:

Waukesha County is in receipt of your July 16, 2008 correspondence, received on July 17th regarding request for local approvals for the Veolia ES Emerald Park Landfill, LLC expansion, pursuant to Wisconsin Statutes §289.22. Please be advised that, by virtue of the terms of the *Agreement Between Veolia and The City of Muskego, City of Franklin, Town of Norway, Racine County And Waukesha County for the Expansion of Veolia Emerald Park Landfill* and the *Settlement Agreement Between Veolia ES Emerald Park Landfill, LLC and The City of Muskego, City of Franklin, Town of Norway, Racine County and Waukesha County Regarding Direct Fee Payments, and Recycling & Environmental Tipping Fees* (a copy of each being attached hereto and incorporated herein by reference), all local approvals for which applications are required have been issued.

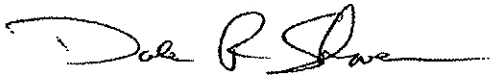
As you are well aware, Article IV, ¶27 of the "Superior Emerald Park Landfill, Inc, Southern Expansion, Negotiated Agreement" approved in 1999 specifically established the terms and rate schedules for compensation and all other terms relating to any future expansion(s). Because the terms of the attached agreements are in complete harmony with the terms approved 1999, there is no need for the implementation of the negotiation and arbitration process set forth in Wisconsin Statutes §289.33.

Administration
1320 Pewaukee Road • Room 260
Waukesha, Wisconsin 53188-3878
Phone: (262) 896-8300 • Fax: (262) 896-8298
www.waukeshacounty.gov/landandparks

Further, to the best of our knowledge, please be advised that the described property is not subject to any farmland preservation agreement or exclusive agricultural zoning. The property was identified as recommended for Agricultural Preservation in the Waukesha County Agricultural Land Preservation Plan adopted in 1982. However, that designation has been removed under the current Development Plan for Waukesha County adopted in 1996.

Should you have any questions regarding this response, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale R. Shaver". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dale R. Shaver
Director

cc: Mayor John Johnson, City of Muskego
Attorney Jesse Wesolowski, City of Franklin
Mr. Tom Kramer, Town of Norway
Ms. Julie Anderson, Racine County Planning Department
Mr. H. Stanley Riffle, Arenz, Molter, Macy & Riffle, S.C.

ENROLLED ORDINANCE 163-13

AGREE TO WAIVE RENEGOTIATION OF EXISTING AGREEMENTS AFFECTING
THE VEOLIA EMERALD PARK LANDFILL AND THE VEOLIA EMERALD
PARK LANDFILL WESTERN HORIZONTAL EXPANSION

WHEREAS, the Veolia Emerald Park Landfill (formerly known as the Onyx Emerald Park Landfill) is a solid waste disposal facility located within the City of Muskego, Waukesha County, Wisconsin; and

WHEREAS, the City of Muskego, Waukesha County, City of Franklin, Town of Norway, and Racine County each constitute an "Affected Municipality" under Wis. Stat. § 289.01(1); and

WHEREAS, on or about December 23, 2005, Veolia Emerald Park, LLC submitted an Initial Site Report for the Veolia Emerald Park Landfill Western Horizontal Expansion; and

WHEREAS, pursuant to Article IV, paragraph 27 of the 1999 Negotiated Agreement, the "Affected Municipalities" can agree to waive negotiations for future expansions thereby continuing applicable terms and rate schedules found in the 1999 Negotiated Agreement; and

WHEREAS, after careful consideration of the Initial Site Report as it relates to the future operation of the Veolia Emerald Park Landfill, the provisions of the 1999 Negotiated Agreement, the commercial benefit, and the health, safety, and welfare of the public, the Waukesha County Board of Supervisors passed Enrolled Ordinance 161-5 electing to exercise its option to waive negotiations; and

WHEREAS, between 1998 and 2007 Emerald Park erred in calculating the annual increase of direct fee payments by use of 4 digit rounding, resulting in overpayments of direct fees to the "Affected Municipalities" in the total sum of \$88,936.37; and

WHEREAS, Veolia erroneously did not collect State Fees from the generator of solid waste including a recycling fee and an environmental repair fee per ton of solid waste disposed from some of the "Affected Municipalities" for waste received between 1998 and 2000, despite depositing the State Fees totaling \$150,916 on behalf of the "Affected Municipalities."

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the agreement to waive renegotiation for the Veolia Emerald Park Landfill Western Horizontal Expansion between Veolia Emerald Park Landfill and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County may be executed by the appropriate County officials.

BE IT FURTHER ORDAINED that Waukesha County shall sign the Settlement Agreement between Veolia ES Emerald Park Landfill, LLC and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County that resolves errors by Veolia for rounding overpayment and State fee payments under the 1999 Negotiated Agreement by granting Veolia a one-time exemption of 61,031 tons of shredder fluff from the Direct Payments.

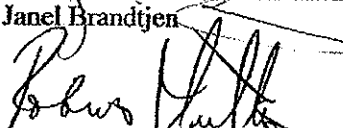
BE IT FURTHER ORDAINED that the Director of the Parks and Land Use Department is authorized to notify Veolia Emerald Park of the decision of Waukesha County pursuant to this ordinance.

AGREE TO WAIVE RENEGOTIATION OF EXISTING AGREEMENTS AFFECTING
THE VEOLIA EMERALD PARK LANDFILL AND THE VEOLIA EMERALD
PARK LANDFILL WESTERN HORIZONTAL EXPANSION

Presented by:
Land Use, Parks and
Environment Committee


Fritz Ruff, Chair


Janel Brandtjen


Robert Hutton

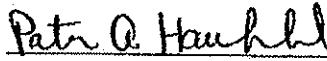

James Jeskewitz

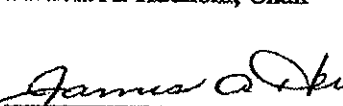

Walter L. Kolb


Ted Rolfs

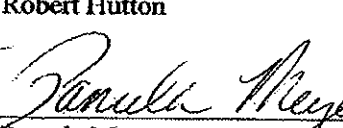

Gilbert W. Yerke

Approved by:
Finance Committee

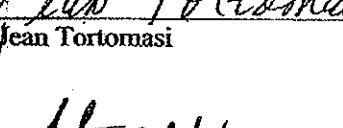

Patricia A. Haukohl, Chair


James A. Heinrich


Robert Hutton

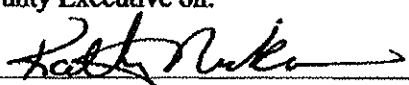

Pamela Meyer


Jean Tortomasi


Steven C. Wimmer


William J. Zaborowski

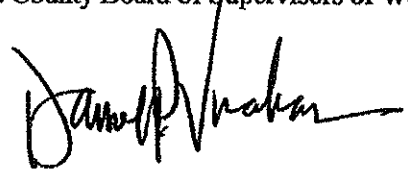
The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 6/27/08, 
Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X

Vetoed: _____

Date: 6-30-08, 
Daniel P. Vrakas, County Executive

163-O-013

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-06/25/08

(ORD) NUMBER-1630013

1 D. FALSTAD.....AYE
3 R. HUTTON.....
5 J. JESKEWITZ.....
7 P. HAUKOHL.....AYE
9 J. HEINRICH.....AYE
11 F. RUF.....AYE
13 J. BEHREND.....AYE
15 P. MEYERS.....AYE
17 J. TORTOMASI.....AYE
19 S. WIMMER.....AYE
21 W. ZABOROWSKI.....AYE
23 J. FLEDL.....AYE
25 G. YERKE.....AYE

2 T. ROLFS.....AYE
4 J. DWYER.....AYE
6 J. BRANDTJEN.....AYE
8 T. SCHELLINGER....AYE
10 D. SWAN.....AYE
12 P. WOLFF.....AYE
14 B. MORRIS.....
16 D. PAULSON.....AYE
18 K. CUMMINGS.....AYE
20 P. JASKE.....AYE
22 P. GUNDRUM.....AYE
24 W. KOLB.....AYE

TOTAL AYES-22

TOTAL NAYS-00

CARRIED_____

DEFEATED_____

UNANIMOUS X

TOTAL VOTES-22

TOWN OF NORWAY

RACINE COUNTY, WI
6419 HEG PARK ROAD
WIND LAKE, WI 53185

Town Clerk 262-895-6335
Treasurer 262-895-2463
Bldg. Insp. 262-895-2732
Fax # 262-895-6601

07/30/2008

Mr. Jay Warzinski, Senior Regional Engineer
Veolia ES Emerald Park Landfill, LLC
W144 S6350 College Court
Muskego WI 53150

re: Veolia ES Emerald Park Landfill Southwestern Horizontal Expansion

Dear Mr. Warzinski:

Enclosed is a signed copy of the Resolution Authorizing Agreement to Waive Renegotiation of Existing Agreements Affecting the Veolia Emerald Park Landfill and the Veolia Emerald Park Landfill Western Horizontal Expansion from the Town of Norway, Racine County.

Should you have any questions regarding the enclosed document, please do not hesitate to contact me at 262-895-6335. My office hours are 8 a.m. to 5 p.m. Monday thru Friday.

You can also email me at camillecohen@wi.rr.com. Thank you.

Sincerely,



Camille Cohen
Clerk, Town of Norway

cc: Mayor John Johnson, City of Muskego
Attorney Jesse Wesolowski, City of Franklin
Ms. Julie Anderson, Racine County Planning Department
Attorney H Stanley Riffle, Arenz, Molter, Macy & Riffle, SC

**RESOLUTION AUTHORIZING AGREEMENT
TO WAIVE RENEGOTIATION OF EXISTING AGREEMENTS
AFFECTING THE VEOLIA EMERALD PARK LANDFILL
AND THE VEOLIA EMERALD PARK LANDFILL WESTERN
HORIZONTAL EXPANSION**

WHEREAS, the Veolia Emerald Park Landfill (formerly known as the Onyx Emerald Park Landfill) is a solid waste disposal facility located within the City of Muskego, Waukesha County, Wisconsin; and

WHEREAS, the City of Muskego, Waukesha County, City of Franklin, Town of Norway, and Racine County each constitute an "Affected Municipality" under Wis. Stat. § 289.01(1); and

WHEREAS, on or about December 23, 2005, Veolia Emerald Park, LLC submitted an Initial Site Report for the Veolia Emerald Park Landfill Western Horizontal Expansion; and

WHEREAS, pursuant to Article IV, paragraph 27 of the 1999 Negotiated Agreement, the "Affected Municipalities" can agree to waive negotiations for future expansions thereby continuing applicable terms and rate schedules found in the 1999 Negotiated Agreement; and

WHEREAS, after careful consideration of the Initial Site Report as it relates to the future operation of the Veolia Emerald Park Landfill, the provisions of the 1999 Negotiated Agreement, and the commercial benefit and health, safety, and welfare of the public, the Town of Norway passed Resolution 2006-05 electing to exercise its option pursuant to paragraph 27 of the Negotiated Agreement to waive negotiations.


NOW THEREFORE, the Town Board of the Town of Norway, Racine County, Wisconsin **DO ORDAIN AS FOLLOWS**:

That the Town of Norway shall sign the Agreement between Veolia and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County for the Expansion of Veolia Emerald Park Landfill to waive renegotiation of the Veolia Emerald Park Landfill Western Horizontal Expansion and thereby make applicable all terms and rate schedules for compensation set forth in the Agreement.

BE IT FURTHER ORDAINED the Town of Norway shall sign the Settlement Agreement between Veolia ES Emerald Park Landfill, LLC and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County that resolves Rounding Overpayment and State Fees payment under the 1999 Negotiated Agreement by granting Veolia a one-time exemption of 61,031 tons of shredder fluff from the Direct Payments.

Dated this 28th day of May 2008.

TOWN OF NORWAY


Jean Jacobson, Chair

ATTEST:


Camille Cohen, Clerk

Published and/or posted this 28th day of May 2008.

WESOLOWSKI, REIDENBACH, FLEMING & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
DAVID D. FLEMING
BRIAN C. SAJDAK

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

July 28, 2008

*Via facsimile to 414-422-1965
And U.S. Mail*

Mr. Jay Warzinski, Senior Regional Engineer
Veolia ES Emerald Park Landfill, LLC
W144 S6350 College Court
Muskego, WI 53150

Re: Veolia ES Emerald Park Landfill Southwestern Horizontal Expansion

Dear Mr. Warzinski:

I am the City Attorney for the City of Franklin and have been authorized by the City Clerk to respond to Veolia's letter of July 16, 2008, regarding request for local approvals for the Veolia ES Emerald Park Landfill, LLC expansion, pursuant to Wisconsin Statutes §289.22, which was received by the City of Franklin on July 17, 2008. Please be advised that, by virtue of the terms of the *Agreement Between Veolia and The City of Muskego, City of Franklin, Town of Norway, Racine County And Waukesha County for the Expansion of Veolia Emerald Park Landfill* and the *Settlement Agreement Between Veolia ES Emerald Park Landfill, LLC and The City of Muskego, City of Franklin, Town of Norway, Racine County and Waukesha County Regarding Direct Fee Payments, and Recycling & Environmental Tipping Fees* (a copy of each and the City of Franklin Resolution authorizing the same being attached hereto and incorporated herein by reference, [sans exhibits, which are to accompany the counterparted original

Mr. Jay Warzinski
July 28, 2008
Page 2

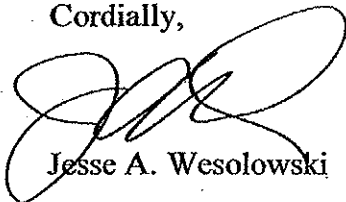
signed by all affected municipalities)), all local approvals for which applications are required have been issued. We also understand that no siting resolution will be required or provided by any of the affected municipalities, accordingly.

As you are well aware, Article IV, ¶27 of the "Superior Emerald Park Landfill, Inc, Southern Expansion, Negotiated Agreement" approved in 1999 specifically established the terms and rate schedules for compensation and all other terms relating to any future expansion(s). Because the terms of the attached agreements are in complete harmony with the terms approved 1999, there is no need for the implementation of the negotiation and arbitration process set forth in Wisconsin Statutes §289.33.

Further, to the best of our knowledge, please be advised that the described property is not subject to any farmland preservation agreement, exclusive agricultural zoning, nor is located in a preservation area identified on a certified county preservation plan.

Should you have any questions regarding this response, please do not hesitate to contact me.

Cordially,



Jesse A. Wesolowski

cc: Mayor Thomas M. Taylor, City of Franklin
City Clerk, City of Franklin
Attorney H. Stanley Riffle, City of Muskego
Mr. Dale Shaver, Waukesha County Parks & Land Use Department
Mr. Tom Kramer, Town of Norway
Ms. Julie Anderson, Racine County Planning Department

RESOLUTION NO. 2008- 6454

A RESOLUTION AUTHORIZING AGREEMENT
TO WAIVE RENEGOTIATION OF EXISTING AGREEMENTS
AFFECTING THE VEOLIA EMERALD PARK LANDFILL
AND THE VEOLIA EMERALD PARK LANDFILL WESTERN
HORIZONTAL EXPANSION

WHEREAS, the Veolia Emerald Park Landfill (formerly known as the Onyx Emerald Park Landfill) is a solid waste disposal facility located within the City of Muskego, Waukesha County, Wisconsin; and

WHEREAS, the City of Muskego, Waukesha County, City of Franklin, Town of Norway, and Racine County each constitute an "Affected Municipality" under Wis. Stat. § 289.01(1); and

WHEREAS, on or about December 23, 2005, Veolia Emerald Park, LLC submitted an Initial Site Report for the Veolia Emerald Park Landfill Western Horizontal Expansion; and

WHEREAS, pursuant to Article IV, paragraph 27 of the 1999 Negotiated Agreement, the "Affected Municipalities" can agree to waive negotiations for future expansions thereby continuing applicable terms and rate schedules found in the 1999 Negotiated Agreement; and

WHEREAS, after careful consideration of the Initial Site Report as it relates to the future operation of the Veolia Emerald Park Landfill, the provisions of the 1999 Negotiated Agreement, and the commercial benefit and health, safety, and welfare of the public, City of Franklin passed Resolution 2006-6081 electing to exercise its option pursuant to paragraph 27 of the Negotiated Agreement to waive negotiations.

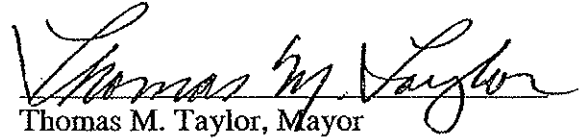
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin shall sign the Agreement between Veolia and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County for the Expansion of Veolia Emerald Park Landfill to waive renegotiation of the Veolia Emerald Park Landfill Western Horizontal Expansion and thereby make applicable all terms and rate schedules for compensation set forth in the Agreement.

BE IT FURTHER RESOLVED, that the City of Franklin shall sign the Settlement Agreement between Veolia ES Emerald Park Landfill, LLC and the City of Muskego, City of Franklin, Town of Norway, Racine County, and Waukesha County that resolves Rounding Overpayment and State Fees payment under the 1999 Negotiated Agreement by granting Veolia a one-time exemption of 61,031 tons of shredder fluff from the Direct Payments.


Introduced at a regular meeting of the Common Council of the City of Franklin this
3rd day of June, 2008.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this 3rd day of June, 2008.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0



COUNTY CLERK

Milwaukee County

..... • County Clerk

August 13, 2008

Mr. Jay Warzinski
Senior Regional Engineer
Veolia Environmental Services
W144 S6350 College Court
Muskego, WI 53151

Dear Mr. Warzinski:

Thank you for your letter of July 16, 2008 wherein you seek local approval for Veloia ES Emerald Park Landfill, LLC Expansion.

In accordance with s.289.22(1m), Wis. Stats. and at the direction of the Milwaukee County Board of Supervisors {File No. 85-21(a)(b)}, I wish to inform you that there is no applicable county approval required.

Sincerely,

A handwritten signature in black ink, appearing to read "Janine Secora".

JANINE SECORA
County Clerk

cc County Executive Scott Walker
 County Board Chairman Lee Holloway
 Emergency Management
 DPW-Environmental Services

June 24, 2008

RESOLUTION NO. 2008-35

**RESOLUTION BY THE ECONOMIC DEVELOPMENT AND LAND USE PLANNING COMMITTEE
AUTHORIZING AND APPROVING THE IMPLEMENTATION AGREEMENT AND SETTLEMENT
AGREEMENT AFFECTING THE VEOLIA ES EMERALD PARK LANDFILL**

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that Racine County Planning and Development Department is authorized to execute the Implementation and Settlement Agreements as detailed the draft documents titled "Exhibit A," that is attached hereto, resulting from the litigation in Waukesha County Case No. 99-CV-1476 in order to complete the final steps.

BE IT FURTHER RESOLVED that the Racine County Board of Supervisors authorize Corporation Counsel to prepare a final draft with necessary and appropriate terms and conditions consistent with the intent and purpose of this resolution.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

**ECONOMIC DEVELOPMENT AND LAND USE
PLANNING COMMITTEE**

2nd Reading _____

BOARD ACTION

Robert D. Grove, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice Chairman

VOTE REQUIRED: Majority

Dan F. Sharkozy, Secretary

Prepared by:
Corporation Counsel

Kenneth Hall

Thomas Pringle

Q. A. Shakoar, II

John A. Wisch



July 16, 2008

TO: Clerks for:

The following list of Affected Municipi:

City of Muskego
Town of Norway
Racine County
Waukesha County

RE: Request for Local Approvals f

Dear Clerk:

Veolia ES Emerald Park Landfill, LLC ("Veolia") is by way of this certified letter, formally notifying you that it intends to expand its current solid waste landfill facility located in the City of Muskego, Waukesha County, Wisconsin.

You are being provided this notice because you are either an affected municipality as defined by Wisconsin Statutes §289.33 under the proposed expansion; or if outside of the 1,500 foot boundary then as an interested party for informational purposes.

The proposed landfill expansion will extend both vertically over part of the existing footprint (approximately 26 acres) and horizontally approximately 75 acres to the west of the current WDNR permitted facility. The landfill expansion would lie within the property owned by Veolia located in the City of Muskego, Waukesha County. The proposed footprint lies solely within the City of Muskego, Waukesha County.

Pursuant to Wisconsin Statutes §289.22, Veolia hereby requests that you notify it of any and all local approvals (as that term is defined in §289.33(3)(d); See also attached Standard Notice for description of local approvals) for the establishment and operation of a solid waste facility. Also, please advise whether the below described property is subject to a farmland preservation agreement, exclusive agricultural zoning, or is located in a preservation area identified on a certified county preservation plan.

* An Affected Municipality pursuant to Wisconsin Statutes §289.01 is any town, city, village or county in which all or a portion of a solid waste disposal facility is located or proposed to be located; or a town, city, village or county whose boundary is within 1,500 feet of that portion of the facility designated by the applicant for the disposal of solid waste or the treatment, storage or disposal of hazardous waste in the feasibility report under §289.23, excluding buffers and similar areas. Based on the foregoing, together with the legal description and maps enclosed herein describing the proposed expansion, Veolia asserts that the City of Franklin, and Milwaukee County are outside of the 1,500 foot boundary of the proposed expansion area and therefore are not affected municipalities under this proposed expansion. If you disagree with this conclusion, please contact Jay Warzinski at (262) 971-1390.

7004 2890 0002 3760 4921

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Total Postage & Fees	\$ 66.07	07/16/2008
Sent To DAVID SCHWARZ		
Street, Apt. No., or PO Box No. 5005 UNIVERSITY AVE		
City, State, ZIP+4 STE 201 MADISON WI 53705		
PS Form 3800, June 2002 See Reverse for Instructions		



July 16, 2008

TO: Clerks for:

The following list of Affected Municipalities:

City of Muskego
Town of Norway
Racine County
Waukesha County

City of Franklin
Milwaukee

RE: Request for Local Approvals for Veolia ES

Dear Clerk:

Veolia ES Emerald Park Landfill, LLC ("Veolia") is by way of this certified letter, formally notifying you that it intends to expand its current solid waste landfill facility located in the City of Muskego, Waukesha County, Wisconsin.

You are being provided this notice because you are either an affected municipality as defined by Wisconsin Statutes §289.33 under the proposed expansion; or if outside of the 1,500 foot boundary then as an interested party for informational purposes.

The proposed landfill expansion will extend both vertically over part of the existing footprint (approximately 26 acres) and horizontally approximately 75 acres to the west of the current WDNR permitted facility. The landfill expansion would lie within the property owned by Veolia located in the City of Muskego, Waukesha County. The proposed footprint lies solely within the City of Muskego, Waukesha County.

Pursuant to Wisconsin Statutes §289.22, Veolia hereby requests that you notify it of any and all local approvals (as that term is defined in §289.33(3)(d); See also attached Standard Notice for description of local approvals) for the establishment and operation of a solid waste facility. Also, please advise whether the below described property is subject to a farmland preservation agreement, exclusive agricultural zoning, or is located in a preservation area identified on a certified county preservation plan.

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.07	07/16/2008

Sent To: **MARK RYAN**
Street, Apt. No., or PO Box No.: **901 NORTH 9TH ST**
City, State, ZIP+4: **Room 105 Milwaukee WI 53233**

PS Form 3800, June 2002 See Reverse for Instructions



July 16, 2008

TO: Clerks for:

The following list of Affected Municipalities:

City of Muskego
Town of Norway
Racine County
Waukesha County

City of Frankl
Milwaukee Co

RE: Request for Local Approvals for Veolia ES En

Dear Clerk:

Veolia ES Emerald Park Landfill, LLC ("Veolia") is by way of this certified letter, formally notifying you that it intends to expand its current solid waste landfill facility located in the City of Muskego, Waukesha County, Wisconsin.

You are being provided this notice because you are either an affected municipality as defined by Wisconsin Statutes §289.33 under the proposed expansion; or if outside of the 1,500 foot boundary then as an interested party for informational purposes.

The proposed landfill expansion will extend both vertically over part of the existing footprint (approximately 26 acres) and horizontally approximately 75 acres to the west of the current WDNR permitted facility. The landfill expansion would lie within the property owned by Veolia located in the City of Muskego, Waukesha County. The proposed footprint lies solely within the City of Muskego, Waukesha County.

Pursuant to Wisconsin Statutes §289.22, Veolia hereby requests that you notify it of any and all local approvals (as that term is defined in §289.33(3)(d); See also attached Standard Notice for description of local approvals) for the establishment and operation of a solid waste facility. Also, please advise whether the below described property is subject to a farmland preservation agreement, exclusive agricultural zoning, or is located in a preservation area identified on a certified county preservation plan.

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Return Receipt Fee (Endorsement Required)	2.20	
Restricted Delivery Fee (Endorsement Required)	40.00	
Total Postage & Fees	\$ 66.07	07/16/2008

Postmark Here

Sent To: SANDRA L. Wesotowski
Street, Apt. No.,
or PO Box No. 9229 W Loomis Rd
City, State, ZIP+4 FRANKLIN WI 53132

PS Form 3800, June 2002 See Reverse for Instructions



July 16, 2008

TO: Clerks for:

The following list of Affected Municipalities:

City of Muskego
Town of Norway
Racine County ✓
Waukesha County

City of
Milwaukee

RE: Request for Local Approvals for Veolia

Dear Clerk:

Veolia ES Emerald Park Landfill, LLC ("Veolia") is by way of this certified letter, formally notifying you that it intends to expand its current solid waste landfill facility located in the City of Muskego, Waukesha County, Wisconsin.

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Pursuant to Wisconsin Statutes §289.22, Veolia hereby requests that you notify it of any and all local approvals (as that term is defined in §289.33(3)(d); See also attached Standard Notice for description of local approvals) for the establishment and operation of a solid waste facility. Also, please advise whether the below described property is subject to a farmland preservation agreement, exclusive agricultural zoning, or is located in a preservation area identified on a certified county preservation plan.

* An Affected Municipality pursuant to Wisconsin Statutes §289.01 is any town, city, village or county in which all or a portion of a solid waste disposal facility is located or proposed to be located; or a town, city, village or county whose boundary is within 1,500 feet of that portion of the facility designated by the applicant for the disposal of solid waste or the treatment, storage or disposal of hazardous waste in the feasibility report under §289.23, excluding buffers and similar areas. Based on the foregoing, together with the legal description and maps enclosed herein describing the proposed expansion, Veolia asserts that the City of Franklin, and Milwaukee County are outside of the 1,500 foot boundary of the proposed expansion area and therefore are not affected municipalities under this proposed expansion. If you disagree with this conclusion, please contact Jay Warzinski at (262) 971-1390.

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Restricted Delivery Fee (Endorsement Required)	40.00		
Total Postage & Fees	\$ 46.07	07/16/2008	
Sent To: JOAN C. KENNERT			
Street, Apt. No., or PO Box No. 151 FLOOR 730 WISCONSIN AV			
City, State, ZIP+4 RACINE WI 53403			
PS Form 3800, June 2002		See Reverse for Instructions	



July 16, 2008

TO: Clerks for:

The following list of Affected Municipalities:

City of Muskego
Town of Norway
Racine County
Waukesha County

City of Franklin
Milwaukee Co

RE: Request for Local Approvals for Veolia ES Em

Dear Clerk:

Veolia ES Emerald Park Landfill, LLC ("Veolia") is by way of this certified letter, formally notifying you that it intends to expand its current solid waste landfill facility located in the City of Muskego, Waukesha County, Wisconsin.

You are being provided this notice because you are either an affected municipality as defined by Wisconsin Statutes §289.33 under the proposed expansion; or if outside of the 1,500 foot boundary then as an interested party for informational purposes.

The proposed landfill expansion will extend both vertically over part of the existing footprint (approximately 26 acres) and horizontally approximately 75 acres to the west of the current WDNR permitted facility. The landfill expansion would lie within the property owned by Veolia located in the City of Muskego, Waukesha County. The proposed footprint lies solely within the City of Muskego, Waukesha County.

Pursuant to Wisconsin Statutes §289.22, Veolia hereby requests that you notify it of any and all local approvals (as that term is defined in §289.33(3)(d); See also attached Standard Notice for description of local approvals) for the establishment and operation of a solid waste facility. Also, please advise whether the below described property is subject to a farmland preservation agreement, exclusive agricultural zoning, or is located in a preservation area identified on a certified county preservation plan.

* An Affected Municipality pursuant to Wisconsin Statutes §289.01 is any town, city, village or county in which all or a portion of a solid waste disposal facility is located or proposed to be located; or a town, city, village or county whose boundary is within 1,500 feet of that portion of the facility designated by the applicant for the disposal of solid waste or the treatment, storage or disposal of hazardous waste in the feasibility report under §289.23, excluding buffers and similar areas. Based on the foregoing, together with the legal description and maps enclosed herein describing the proposed expansion, Veolia asserts that the City of Franklin, and Milwaukee County are outside of the 1,500 foot boundary of the proposed expansion area and therefore are not affected municipalities under this proposed expansion. If you disagree with this conclusion, please contact Jay Warzinski at (262) 971-1390.

U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
(Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage	\$ 41.17	0150
Certified Fee	2.70	04
Return Receipt Fee (Endorsement Required)	2.24	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 46.07	07/16/2008
Sent To <i>Camille Cohen</i>		
Street, Apt. No., or PO Box No. <i>649 Heg Peg Road</i>		
City, State, ZIP+4 <i>WIND LAKE WI 53185</i>		
PS Form 3800, June 2002 See Reverse for Instructions		



July 16, 2008

TO: Clerks for:

The following list of Affected Municipalities

City of Muskego
Town of Norway
Racine County
Waukesha County

City
Mil

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U.S. Postal Service TM		6	
CERTIFIED MAIL TM RECEIPT			
(Domestic Mail Only: No Insurance Coverage Provided)			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$ 11.17	0150	
Certified Fee	2.70	04	
Return Receipt Fee (Endorsement Required)	2.20		Postmark Here
Restricted Delivery Fee (Endorsement Required)	40.00		
Total Postage & Fees	\$ 66.07	07/16/2008	
Sent To		KATHY NICKOLAS	
Street, Apt. No., or PO Box No.		1320 Pewaukee Rd	
City, State, ZIP+4		W153188 WAUKESHA WI 53188	
PS Form 3800, June 2002		See Reverse for Instructions	



July 16, 2008

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Waukesha County

City
Mil:

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OFFICIAL USE			
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Return Receipt Fee (Endorsement Required)	2.20		Postmark Here
Restricted Delivery Fee (Endorsement Required)	40.00		
Total Postage & Fees	\$ 46.07	07/16/2008	
Sent To: KATHY NICKOLANS			
Street, Apt. No., or PO Box No. 1320 Pewaukee Rd			
City, State, ZIP+4 120 WAUKESHA WI 53188			
PS Form 3800, June 2002 See Reverse for Instructions			



July 16, 2008

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The following list of Affected Municipalities:

✓ City of Muskego
Town of Norway
Racine County
Waukesha County

City of Milwaukee

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OFFICIAL USE

Postage	\$ 11.17	0150
Certified Fee	2.90	04
Return Receipt Fee (Endorsement Required)	2.25	Postmark Here
Restricted Delivery Fee (Endorsement Required)	10.00	
Total Postage & Fees	\$ 46.87	07/16/2008

Sent To: JANICE MOYER
Street, Apt. No., or PO Box No. 1182 58200 RACINE AV
City, State ZIP+4 MUSKEGO WI 53150
PS Form 3800, June 2002 See Reverse for Instructions

42/42